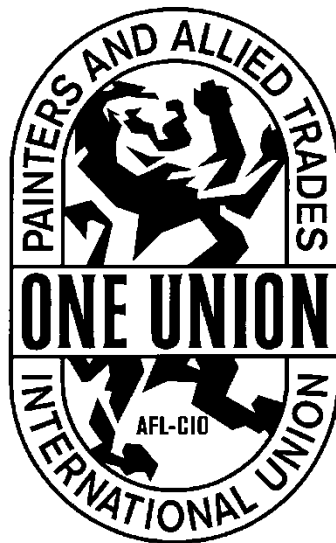


IUPAT DISTRICT COUNCIL 5 / LOCAL 188

WESTERN WASHINGTON COMMERCIAL VINYL WINDOW GLAZING AGREEMENT



WINDOW INSTALLATION SPECIALIST INC.

June 1, 2019 – May 31, 2022

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**2019-2022 COMMERCIAL VINYL WINDOW GLAZING
AGREEMENT
BY AND BETWEEN**

WINDOW INSTALLATION SPECIALISTS, INC.

AND

**IUPAT DISTRICT COUNCIL 5/GLAZIERS, ARCHITECTURAL METAL
AND GLASSWORKERS LOCAL 188**

ARTICLE 1
SCOPE OF AGREEMENT

- 1.1 This Commercial Vinyl Window Glazing Agreement (“Agreement”) is by and between International Union of Painters and Allied Trades District Council 5/Glaziers, Architectural Metal & Glassworkers Local 188 (referred to as the “Union” or as “District Council 5”) and Window Installation Specialists Inc., a Washington Corporation (“WIS” or “Employer”). The term ‘employee’, as used in this Agreement, means employees doing work as defined under ‘general glazing’, but the term ‘employee’ as used in this Agreement does not include:
- a. Owners, sons, sons-in-law, husbands, wives, daughters, daughters-in-law, grandchildren and stepchildren of owners;
 - b. Supervisors, administrators, controllers or managers;
 - c. Students who work one hundred twenty days or less during school recess, or twenty (20) hours per week or less during the school year, or part-time employees who work less than twenty (20) hours per month, and are limited to in plant cleanup, pickup and delivery and other similar types of work.

ARTICLE 2
CHARACTERIZATION OF AGREEMENT

- 2.1 Union and Employer acknowledge and agree this Agreement is a pre-hire agreement authorized under 29 U.S.C. § 158(f).

ARTICLE 3
AREA & WORK COVERED BY AGREEMENT

- 3.1 The Employer agrees to be bound to this Agreement while working in Washington, Oregon, Idaho, Alaska and Utah.
- 3.2 Employer shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Union in that jurisdiction,

including but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective Agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided further that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last proviso, fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts. This Section does not cover work in IUPAT District Council 36, Southern California.

- 3.3 “Commercial Vinyl Window Installation” means the installation of new vinyl windows in Commercial structures five (5) stories or less above grade or of five (5) stories or less above a concrete podium commonly referred to as a “5 over 1” or a “5 over 2” building or other structures of similar size and construction. It also means the service and warranty work on the same as long as it is in relation to the original contract.
- 3.4 Applicable State and Federal prevailing wage laws supersede this Section.
- 3.5 This agreement does not apply to work covered by a Community Workforce Agreement (CWA), Project Labor Agreement (PLA), or pension funded “Union only” projects or any other similar agreement.
- 3.6 The term “general glazing” as used in this Agreement includes, but is not limited to, all glass work, to wit:
- a. Setting, cutting, preparing, handling, or removal of the following: Setters of Art Glass, Prism Glass, Beveled Glass, Leaded Glass, Protection Glass, Plate Glass, Window Glass, Mirrors of all types, Wire Glass, Ribbed Glass, Ground Glass, Colored Glass, Figured Glass, Vitrolite Glass, Carrara Glass and all other types of Opaque Glass, Glass Chalk Boards, Structural Glass, Tempered and Laminated glass, Thiokol Neoprene and all other types of sealants, all types of Glass Cements, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed with putty, molding, rubber, lead and all types of mastics in wood, iron, cement, aluminum or sheet metal sash, skylights, doors, frames, stone, wall cases, showcases, book cases, sideboards, partitions and fixtures, resin panels (Lumicor, 3Form), standoff systems, cable hanging systems, switchable glass (LCD panels), firelite and fire rated ceramic coated glass, partition glazing, partition/cubicle glazing, glass and architectural handrail. The installation of windows and doors, to include the following types and styles: wood, wood-clad, aluminum, steel, fiberglass, vinyl and composites to include the replacement of existing window and door frames (retrofits/weatherization). This includes the installation of the above, in the shop or on the jobsite, either temporary or in the course of repair, remodel, alteration or construction.

- b. The fabrication and installation of all extruded, rolled or fabricated metals or any materials that replace same, metal tubes, mullions, metal facing materials, muntins, facia trim moldings, porcelain panels, architectural porcelain, plastic panels, skylights, showcase doors and relative materials.
- c. The selecting, cutting, preparing, designing, art painting, fused glass, thick facet glass in concrete and cementing of art glass, assembly and installing or removal of all art glass.
- d. Engraving, drafting, etching, embossing, designing, sandblasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass, glass shade workers and glaziers in lead or other glass metals.
- e. Handling or working any similar or substitute material set forth in this Article or performing any similar or substitute work set forth in this Article.

ARTICLE 4
UNION SECURITY

- 4.1 All employees of the Employer covered by this Agreement who are members of The International Union of Painters and Allied Trades (IUPAT) on the date of execution of this Agreement, shall be required by Employer to maintain their membership as a condition of continued employment. All employees who are not members of the IUPAT on the date of the execution of this Agreement and all employees employed after the execution date of this Agreement shall, on and after the eighth 8th day following the date of employment or the 8th day following the date of execution of this Agreement, whichever is later, be required by the Employer to become and remain members of IUPAT as a condition of employment.
- 4.2 Upon receipt of a written authorization from an employee, the Employer agrees to deduct from the employee's paycheck, once each pay period for hours worked, the working dues then owed to The union and transmit such working dues to any bank or agency designated by the union for the collection of said money. The form of such authorization shall be as follows:

WORKING DUES AUTHORIZATION:

This is to authorize my Employer during the term of the current Labor Agreement or any renewal thereof, to deduct from my wages and transmit to Local 188 (or to any agency designated by said Union for the collection of said money) the working dues established by Local 188. This authorization shall be irrevocable for the period of one (1) year following the date it was signed or until the current Collective Bargaining Agreement expires, whichever occurs sooner. This authorization shall be automatically renewed from year to year unless sixty (60) days prior to the termination of the annual renewal date; I revoke this authorization by written notice to the Union and to the Employer.

Dated _____, 20 ____

Signature _____

- 4.3 The Union will defend, indemnify and hold harmless Employer against any claim which may be made by any person by reason of the deduction of membership dues or initiation fees, pursuant to the above written assignment, including the cost of defending against any such claim. Additionally, the Employer will not be held liable for unpaid dues or initiation fees arising out of failure to withhold such dues or fees.

ARTICLE 5
SUBSTANCE ABUSE PROGRAM

- 5.1 The Union and the Employer agree that it is in the best interest of all to promote an alcohol and drug-free working environment; both parties pledge to work within their own areas of influence and cooperatively to achieve to that end.

ARTICLE 6
REFERRALS & SEPARATION

- 6.1 The Union will maintain a list of out-of-work members, this list will include the member's name, phone number and city where they live. At the Employer's request, a copy of the out-of-work list will be provided to the Employer. The Employer agrees to notify the Union of the employment of any new employee covered by this Agreement within forty-eight (48) hours after their date of employment.
- 6.2 For employees that are terminated for any reason other than a layoff for lack of work, the Employer will notify the Union in writing on or before the next regular payday.

ARTICLE 7
SAFETY

- 7.1 Employer shall comply with all applicable laws and regulations regarding workplace safety.
- 7.2 Employer agrees to furnish all safety equipment pursuant to the "General Safety Standards" issued by the State of Washington applicable to the glass and glazing industry.

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ARTICLE 8
TOOLS

8.1 All specialty tools shall be furnished by the individual Employer; however, each Journey Glazier shall provide themselves with, and maintain at their expense, the following minimum set of tools:

Aviation Tin Snips (Left, Right, Straight)	Pry Bar – Jimmy
Caulking Gun	Pry Bar – Large 12” to 15” (Wonder)
Caulking Spatula Tools	Putty Knives – Flexible, Stiff, & Bent
Chisels - Steel (Large, Medium, Small)	Ratchet & Socket Sets (SAE & Metric–up to ¾”)
Chisels - Wood (Large, Medium, Small)	Razor Knife
Diagonal Cutting Pliers	Razor Scraper
Hacksaw	Screwdrivers – Phillips (Large, Medium, Small)
Hammer – Claw	Screwdrivers – Straight-Slotted (Large, Medium, Small)
Hammer-Rubber Faced Mallet (Dead-Blow)	Tape Measure – 25 Ft. Tape – 1” wide
Hook Tool	Tool Carrier (Tool Box)
Nail Puller	Wood Hand Saw
Pliers/Locking Vise Grips (Large, Small, Needle Nose)	Wrench – Adjustable (Crescent)
	Wrench – Combination Sets (SAE & Metric)

8.2 Any employee who is issued power tools or other job-related equipment by the Employer shall be accountable for such tools and equipment.

8.3 Employees who do not exercise accountability shall be responsible to reimburse the Company for tools and or equipment via payroll deduction. Any dispute regarding payroll deduction is subject to the grievance procedure.

8.4 The Employer shall provide, on each jobsite, a secure location where their employees may store their tools.

ARTICLE 9
TRAINING

9.1 Each Vinyl Window Installer shall obtain, without compensation, a minimum of eight (8) hours of annual continuing trade and/or safety education. The curriculum for such continuing education shall be established by the Training Coordinator and the Employer.

9.2 The Training Coordinator shall be responsible to maintain the database regarding employees’ compliance with the requirements of this Section.

9.3 For purposes of this Article, a year shall be from August 1st through the following July 31st of each year. The Training Coordinator will advise the employer via letter and/or list of the members of the union who have and who have complied with the requirements of this Section.

ARTICLE 10
HOURS & OVERTIME

- 10.1 Eight (8) continuous hours, excluding a lunch break of not more than one (1) hour, (ten (10) continuous hours, excluding a lunch break of not more than one (1) hour for a 4 x 10 workweek) shall constitute a normal workday between the hours of 5:00 a.m. and 7:00 p.m. or such other hours as may be agreed upon by any employer and the union. The Employer and the Union agree on the principle of “eight hours work for eight hours pay”; therefore, the workday is to begin and end at the location that the employee would collect their tools and/or at the point that instruction is given for that day’s work as designated by the Employer. Forty (40) hours shall constitute a week’s work.
- 10.2 Personal preparation for work and cleanup shall be before starting time and after quitting time and shall not be part of the eight (8) or ten (10) hours constituting a day’s work.
- 10.3 On a 5 x 8 workweek, all work performed outside the hours of 5:00 a.m. and 7:00 p.m. (or such other hours as may be agreed upon by any employer and the union), or in excess of forty (40) hours per week shall be considered overtime and paid for at the rate of time and one-half, (T $\frac{1}{2}$) except that employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked forty (40) hours during that workweek. The employee may voluntarily elect to work the scheduled day-off at straight-time if the employee was unable to work one of the days during the workweek due to a holiday or through no fault of the Employer. All work performed on Sundays shall be paid at the rate of double time (2T) and shall be for at least two (2) hours.
- 10.4 On a 4 x 10 workweek, all work performed outside the hours of 5:00 a.m. and 7:00 p.m. (or such other hours as may be agreed upon by any employer and the union), or in excess of forty (40) hours per week shall be considered overtime and paid for at the rate of time and one-half (T $\frac{1}{2}$), except that employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked forty (40) hours during that workweek. The employee may voluntarily elect to work the scheduled day-off at straight-time if the employee was unable to work one of the days during the workweek due to a holiday or through no fault of the Employer. All work performed on Sunday on a 4 x 10 workweek shall be paid at the rate of double time (2T) and shall be for at least two (2) hours.
- 10.5 Each employee covered by this Agreement shall be paid wages in full on a bi-weekly basis. The normal payday shall be every other Friday. If an employee does not receive wages due to them on a regular payday and it is the fault of the Employer, there shall be a penalty of ten percent (10%) of gross wages of that week excluding any disputed hours and fringe benefits. If an employee is laid off, they shall be paid in full no later than the next regular payday. If an employee quits or is discharged for justifiable cause or is laid off temporarily, defined as less than ten days, they shall be paid on the next regular payday.

10.6 Employees are entitled to take a lunch break and will not be paid for lunch except with the specific prior approval of the Employer. Employees shall be entitled to two (2) ten-minute rest breaks per eight (8) hour shift, to be taken in place at the worksite.

ARTICLE 11
WAGES

11.1 Effective July 1, 2019, Vinyl Window Installers shall be paid the following:

Wage	Pension	Training	Total Package
\$22.00/hour	\$0.10/hour	\$0.10/hour	\$22.20

11.2 Effective July 1, 2019, Vinyl Window Helpers shall be paid the following:

Wage	Pension	Training	Total Package
\$16.00/hour	\$0.10/hour	\$0.10/hour	\$16.20

11.3 No employee shall see a reduction in hourly wage because of the signing of this Agreement.

11.4 The ratio of Vinyl Window Helpers to Vinyl Window Installers shall be three or fewer Helpers to each Installer. This ratio will be enforced on a company-wide basis, not jobsite to jobsite.

11.5 For all work on a job requiring four (4) or more employees, the Employer must designate a Foreman. When an Employer designates a Foreman to a specific job, the Foreman pay will start immediately regardless of the number of employees on the job and for as long as that Foreman is on that job. Under no circumstance shall a Helper be designated as Foreman. The Foreman premium shall be no less than \$2.00 per hour.

11.6 Both parties recognize that payment of premium pay or bonus pay is a prerogative of the Employer and is not subject to this Agreement.

11.7 Employees whose health or physical condition prevents them from earning the current rate of wages, may be permitted to work for less by mutual agreement of the employee, the Employer and Local 188the union.

11.8 Union dues for both classifications of employees will be 2% of the applicable hourly wage.

ARTICLE 12
HEALTH & WELFARE

12.1 Subject to eligibility under the plan documents, employees shall be entitled to participate in health insurance coverage pursuant to the terms of the plan offered by Employer for its employees and such other health insurance benefits as may be established by the Employer from time to time. At all times during the Term of this Agreement, Employer shall offer health insurance coverage to its employees.

ARTICLE 13
VACATIONS & HOLIDAYS

13.1 The following holidays shall not be worked:

- | | |
|------------------|-----------------------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | The last workday before Christmas |
| Independence Day | Christmas Day |
| Labor Day | |

These holidays shall not be worked regardless upon which day in the week they fall. A holiday that falls on a Saturday or Sunday shall be deemed to fall on the preceding or following day, if such day is declared the holiday. If an employee works on a holiday listed above, except Labor Day, they shall be paid one and one-half (1½) times their regular hourly pay scale for a minimum of two (2) hours. If work is performed on Labor Day, the employee shall be paid two (2) times their hourly pay scale for a minimum of two (2) hours.

13.2 Vacation

- a. An employee may take an unpaid vacation any time for a period not to exceed three (3) weeks for any twelve-month period.
- b. Vacations shall be taken at a time mutually agreed to by employee and Employer.
- c. Should a holiday listed in Section 13.1 occur within an employee's vacation period, they shall receive an additional day of vacation.

ARTICLE 14
TRAVEL TIME PAY & EXPENSES

14.1 If parking is not available at the jobsite for employees requested to report to the jobsite, employees who carpool with at least two employees per vehicle shall be reimbursed for reasonable parking costs. If it is a requirement for a jobsite to provide offsite parking and bus employees to the jobsite, the employee will ride the bus to the jobsite on their time and return to parking area on company time. All tolls and ferry fees not included in an employee's normal commute will be reimbursed by the Employer.

- a. If an employee is required by the company to report to the plant and to drive or ride in a company vehicle to the jobsite, travel time going and coming back from the job will be considered "time worked" and, if applicable, paid at time-and-one-half (1½) if all hours worked exceed eight (8) hours per day (10 hours for 4 x 10).
- b. Under circumstance(s) where an employee is NOT required by the Company but the employee elects to report to the plant to either drive or ride in a company vehicle to the jobsite as a convenience to the employee(s), travel time going and coming back from the job is considered "commute time" and is non-paid.
- c. Loading and unloading the employee's toolbox, and/or incidental, supplies, and/or equipment does not constitute or initiate paid time.

- 14.3 When an employee is dispatched by Employer to travel on company business, all travel by public conveyance shall be paid at straight time. All costs of such transportation shall be paid by Employer.
- 14.4 When an employee is required to stay away from home overnight at Employer's request (and not in the event the employee requested to work at the out of area worksite), each employee shall receive fifty dollars (\$50.00) per day meal allowance and a company furnished hotel room.

ARTICLE 15
NO STRIKE/NO LOCKOUT & PROTECTION OF RIGHTS

- 15.1 During the term of this Agreement, the Union agrees not to cause any strikes, slowdowns, or any interruption of work. The Employer agrees not to engage in any lockouts during the term of this Agreement. The sole exception to this provision is provided for under Article 19 ("Trust Funds") and Article 20 ("Fringe Benefit Bond").
- 15.2 It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline for an employee covered by this Agreement to refuse to cross or work behind a primary picket line including, but not limited to, a primary picket line at the premises of the Employer or jobsite at which the Employer is engaged in general glazing work. In the event an employee refused to perform any assigned work by virtue of this Section, it is understood that the employee may be sent home and paid only for hours worked.
- 15.3 A construction industry employer shall not subcontract any work covered by this Agreement to be done at the jobsite to any employer who works with the tools of the trade and does not hire any Glaziers on the work involved, or to any individual or firm not a party to this Agreement, except when necessary in jurisdictional purposes, except:
- Vinyl Window Work, as defined within this agreement, may be subcontracted to non-signatory employers when all of the following provisions have been met: (i) A notification has been sent to the Business Representative outlining the job including the common name of the job, address, general contractor, potential subcontractor, start date, product to be installed, and estimated hours. (ii) The employer's crew is engaged in other projects/jobs and cannot take on any other work. (iii) The Employer has given the Union reasonable time to provide Glaziers and the staffing could not be met. (iv) There are fewer than three (3) contractors signed to substantially similar Commercial Vinyl Window Glazing Agreements as this Agreement.
- 15.4 Employees subject to this Agreement shall not contract or subcontract to perform any work covered by this Agreement to be done at the site of construction, alteration, glazing, or repair of a building, structure, or other work.

- 15.5 The Union agrees to cooperate with the individual employers in achieving maximum efficiency and productivity and to work with the management of the individual employers to eliminate inefficiency and production limitations. It shall be considered to be contrary to the purposes and intent of this Agreement for any employee of the bargaining unit to work for other employers after their regular days employment with one employer, or for any employee to take jobs on their own and on behalf of their own selves after regular hours of employment or during weekends, holidays and vacations.

ARTICLE 16
PIECE WORK - LUMP SUM COMPENSATION

- 16.1 No employer shall compensate any Union employee on a lump sum basis and no union member shall receive compensation on a lump sum basis. In the event that any lump sum compensation is made, the Employer will make the trust fund contributions and any other payments determined on those hours.

ARTICLE 17
REGISTRATION

- 17.1 An Employer must have a business telephone (an answering service is not a substitute); each Employer, upon request, shall provide the Union with their State of Washington contractor registration number, their unemployment insurance account number and their industrial insurance account number; it being understood that if the Employer does not furnish this information or has not registered with the State of Washington or does not have these account numbers, that the Union may cancel this Agreement as to that Employer.
- 17.2 For the benefit of the glass industry, it is agreed that all Employers should identify all of their trucks or vehicles used in the general glazing trade by the name of the company permanently affixed to the truck or the rack, in form and size readily visible.

ARTICLE 18
SHOP STEWARDS

- 18.1 A Shop Steward shall be a working employee appointed by the union and who shall have reasonable time during working hours to perform such necessary duties as cannot be performed at other times, said duties to be performed as expeditiously as possible. the union shall notify the Employer of the appointment of each Steward. In no event shall an Employer discriminate against a Steward and lay them off or discharge them on account of their proper performance of their Union duties.
- 18.2 Authorized representatives of the union shall be allowed to visit shop or shops and on jobs of the Employer to perform their regular duties. It shall not be the intention of the union representatives to interfere with or slow down any work operations.

- 18.3 Each Steward, before leaving their assigned work for investigation and discussion of complaints and on Union affairs, shall notify their supervisor, provided that they may not leave their work at any time which will unduly disrupt production; time spent by stewards on such matters will not be paid for by the company.

ARTICLE 19
TRUST FUNDS

- 19.1 The Union and the Employer agree to the continuation of the following Trust Funds:
- a. The Western Glaziers Retirement Fund (“Pension Trust”) as jointly administered pursuant to the Western Glaziers Retirement Trust Agreement of April 4, 1963, as now or hereafter amended.
 - b. The Western Washington Apprenticeship & Training Trust (“Training Trust”) as jointly administered pursuant to the Trust Agreement, as now or hereafter amended.

Pension Trust and Training Trust known collectively as the “Trust Funds”.

- 19.2 The Employer shall report and contribute monthly to the Trust Funds, according to the respective contribution rates listed in Article 11, for each hour worked by all employees covered by this Agreement.
- 19.3 The Employer shall not be liable for the contributions of any other employer, subject to applicable law.
- 19.4 The Employer accepts as representatives of such employer, the Employer Trustees currently serving on the Boards of the respective Trust Funds, and any successors thereto who are selected in accordance with the terms of the respective Trust Agreements.
- 19.5 The parties hereto agree to be bound by the terms and provisions of the respective Trust Agreements, as now existing or hereafter amended. In the event of any dispute as to language and meaning between this Agreement and the Trust Agreements, the language and meaning of this Agreement shall prevail.
- 19.6 All parties recognize and acknowledge that regular and prompt payments of monthly contributions to the various Trust Funds are essential to the maintenance and continuance of each Trust Fund. The Employer, therefore, agrees to pay the contributions to the various Trust Funds, as required by this Article, for each hour worked by, and/or paid to, all employees covered by this Agreement, as those payments become due and payable by the Employer on or before the twentieth (20) day of the month following the month in which the hours are worked and/or paid (“Contribution Due Date”).
- 19.7 Such contributions, plus check-off Union dues (Article 4), shall be paid by the Employer to such bank or depository as may be designated by the Union, Trust Administrator and/or as hereafter determined pursuant to the terms of this Agreement or the Trust Agreements.

- 19.8 Recognizing the difficulty to determine the expense and damage to any Trust Fund resulting from the failure of the Employer to pay any contributions by the Contribution Due Date, the parties agree that any delinquent employer shall compensate the Trust Funds for the damages arising out of such delinquency and shall be liable to pay the Trust Funds (in addition to delinquent contributions): (i) liquidated damages in an amount equal to one percent (1%) per month, with a cap of twenty percent (20%) of the delinquent contributions, (ii) interest thereon at the rates established by the Trust Funds, or at the legal rate, whichever is greater and (iii) all reasonable attorney's fees and court costs incurred by the Trust Funds [pursuant to 29 USC §1132(g)(2)(c)(ii)], as determined by the Court. In the event suit is initiated, it is agreed that such suits may be filed in a State or Federal Court of competent jurisdiction, at the sole discretion of the Trust Funds, located in King County, Washington, or where the Trust Funds are administered, or where the Employer does business.
- 19.9 The Employer agrees to furnish any relevant information and reports, including source documents, as may be required in the performance and administration of the various Trust Funds. The Trustees, or their representatives, of each of said Trust Funds shall have the right at all reasonable times during business hours to enter upon the premises of the Employer to examine and copy any relevant Employer books, records, papers, contracts and reports relating to the covered work, hours and wages of employees, as may be required by the Trust Funds to determine the Employer's compliance with the provisions of this Agreement and ERISA. Noncompliance is defined as the Employer's failure to report and pay or underpayment of either wages (including vacation pay and holiday pay) or Trust Fund contributions by five percent (5%) or more in the period audited. If the Employer is determined to have been noncompliant, the costs of the compliance examination (audit) shall be paid by the Employer.
- 19.10 It is understood and agreed (notwithstanding the express "no strike" clause of Section 15.1 in this Agreement) that the Union may remove employees from and take other economic action against any employer who has failed to comply with Article 19.6 of this Agreement and who has failed in making restitution to the Trust Funds listed in Section 19.1 within forty eight (48) hours after receiving a delinquency notice from the Union, the Third Party Administrator and/or the Trust Funds or who has failed to either pay or deposit monies in the Trust Funds within five (5) working days after an employer is found to owe money to the Trust after an audit. Any employees removed from a job by the Union shall not be subject to discipline by the Employer, and, in addition, the employees so removed shall be entitled to receive eight (8) hours pay at their regular wage rate, including the fringe benefits listed in this Article, for every workday lost.
- 19.11 In the event that the Trustees of one or more of the Trust Funds listed in Section 19.1, make the decision to suspend or terminate an employer's right to participate in the Trust Fund(s), the contribution rate(s) per hour designated for each such Trust Fund shall (upon suspension or termination) be paid as a hourly wage to the employees on their payroll checks. The Employer's right to participate in the Trust Funds shall be contingent upon final resolution and payment of any existing Trust Fund delinquencies by the Employer and shall require the approval of the Trustees of each such Trust Fund.
- 19.12 This Article is not subject to Article 21 ("Dispute-Settlement & Arbitration").

ARTICLE 20
FRINGE BENEFIT BOND

- 20.1 Any employer that becomes delinquent, as defined by the Trust Funds, in payment of the employee benefit contributions listed under this Agreement must post a fringe benefit bond ("Bond") in the greater amount of: twenty-five thousand dollars (\$25,000) or the sum of the contribution amount of the highest three (3) months out of the twelve-month period immediately preceding the month in which the employer's contributions first became delinquent, with the Trust Funds' Third Party Administrator. The Bond shall be expressly payable to the Trust Funds and shall remain in full force and effect for the life of the Agreement and any extension, renewals or replacements thereof.
- 20.2 In the event an employer fails at any time to secure, maintain, renew or otherwise keep the Bond in full force and effect, in accordance with this Article, a written notice ("Bond Notice") shall be provided stating that the Employer is in violation of this Agreement and demanding that the Employer obtain and produce satisfactory evidence documenting the existence of a suitable Bond within five (5) business days from the date of receipt of the written Bond Notice. The Bond Notice may be provided to the Employer by the Union, the Third-Party Administrator and/or the Trust Funds. If an employer fails to remedy the violation within five (5) working days following receipt of the Bond Notice, said employer shall be deemed in default of this Article. The Union shall then be free (notwithstanding the express "no strike" clause of Article 15.1 in this Agreement) to remove employees from and take other economic action against the Employer. Any employees removed from a job by the Union shall not be subject to discipline by the Employer, and, in addition, the employees so removed shall be entitled to receive eight (8) hours pay at their regular wage rate, including the fringe benefits listed in this Article, for every workday lost.
- 20.3 Nothing in this Article shall limit the Trustees of the various Trust Funds defined in this Agreement (Section 19.1) from requiring an employer who is delinquent in the payment of contributions from furnishing the Trust Funds with any additional Bond(s) as they deem appropriate to secure the Employer's contribution payment obligations under the circumstances.
- 20.4 This Article is not subject to Article 21 ("Dispute-Settlement & Arbitration").

ARTICLE 21
DISPUTE/SETTLEMENT & ARBITRATION

- 21.1 All disputes between the union and the Employer arising during the term of this Agreement shall be settled in accordance with the provisions of this Article. The term "disputes" is limited to differences concerning the interpretation and application of any of the specific provisions of this Agreement.

Step One: In the event a dispute arises, representatives of the union or the Employer shall attempt to settle the dispute by contacting the opposite party within ten (10) working days of the incident (or when the grieving party should have reasonably become aware of the matter). The parties shall meet within ten (10) working days of

the Step One notification to attempt to resolve the grievance. If the dispute is not resolved in Step One within ten (10) working days following the Step One meeting, the grieving party may advance the dispute in writing to Step Two.

Step Two: The written grievance shall be presented to the opposite party within ten (10) working days of the Step One answer and shall (a) describe the incident, (b) cite the specific provision(s) of the Agreement alleged to have been violated and (c) state the remedy requested. A written response will be given to the grieving party within ten (10) working days. If the dispute is not resolved in Step Two within ten (10) working days following the written response to the grievance, the grieving party may advance the dispute in writing to Step Three Arbitration.

Step Three: Arbitration: If the matter is referred to arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) Washington/Oregon names and the union and the Employer's representative shall alternately strike the six (6) names from the list and the remaining name shall be the arbitrator who will be authorized to hear and determine the dispute referred to them pursuant to this Article and their shall be final and binding. The arbitrator's authority shall be limited to interpretation and application of the express terms of this Agreement and shall not change or add to any of its terms or conditions; regarding any discipline, the arbitrator's authority shall be limited to deciding whether the Employer had justifiable cause as defined in Section 23.2. The cost of the arbitrator shall be borne by the party whose position is not upheld by the arbitrator; in event of a split decision, the arbitrator shall determine the allocation of their fees. All other expenses shall be paid by the party incurring them.

- 21.2 Time limits of this Article shall be waived only by written agreement of the parties. Any mutually agreed to resolution shall be final and binding on both parties and shall be reduced to writing with a copy furnished to each party.

ARTICLE 22 **SEPARABILITY**

- 22.1 If any provision or part of this Agreement is held to be invalid by court of competent jurisdiction, the remaining provisions and parts shall remain unaffected and remain in full force and effect.

ARTICLE 23 **RIGHTS OF THE PARTIES**

- 23.1 The Union retains all rights except as those rights are limited by the express and specific language of this written Agreement. Nothing anywhere in this Agreement shall be construed to impair the right of the Union to conduct its affairs in all particulars except as expressly and specifically modified by the express and specific language of this written Agreement. It is further agreed that nothing contained in this Agreement shall be construed as limiting the Union's right to control its internal affairs and discipline its members who have violated the Union's Constitution and Bylaws, or who have violated the terms of this Agreement. This Section is not intended and shall not be construed to authorize any conduct which is proscribed by the National Labor Relations Act.

- 23.2 Employer retains all rights except as those rights are limited by the express and specific language of this written Agreement. Except as specifically limited herein, the Employer shall have the exclusive right to manage its business, to control and supervise all operations and direct all working forces, including but not limited to, the right to select and hire, discipline, discharge or lay off, promote, transfer, or schedule employees, to control and regulate the use of all equipment, materials, tools and other property of the Employer and to maintain discipline and efficiency among its employees.
- 23.3 Unless otherwise provided under Article 1, it is the intent and objective to Employer that “bargaining unit work” normally be performed by members of the bargaining unit. However, the parties recognize there may be occasions where a reasonable person would determine that the performance of “bargaining unit work” by non-unit individuals was the prudent course of action for the company to take. This understanding is to be utilized in “good faith”; it is not intended to be misused and/or abused or to otherwise circumvent the first sentence of this Section.

ARTICLE 24 **COUNTERPARTS**

- 24.1 This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, taken together, shall constitute one instrument. Signature of this Agreement transmitted by facsimile or electronic mail shall be effective and binding in the same manner as delivery of an original signature.

ARTICLE 25 **FAVORED NATIONS**

- 25.1 If the Union grants any Employer more favorable wages, benefits, hours, or working conditions than listed in this Agreement, then any signatory Employer shall be entitled, after request, to the same conditions for similar work in the same area. The Union’s Business Representative, in order to protect and recover bargaining unit work, shall have the authority to modify this Agreement for single jobs or for particular branches of the trade, provided that there be no unlawful discrimination between Employers in the exercise of this prerogative.

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ARTICLE 26
DURATION

26.1 The initial term of this Agreement commences on June 1, 2019 and shall continue for three (3) years ("Term"). Upon expiration of the initial Term, the Agreement shall automatically renew for successive one-year periods thereafter unless either party gives written notice of its intention to terminate the MOU at least sixty (60) calendar days before the expiration of the then current Term.

WINDOW INSTALLATION SPECIALISTS INC.:

IUPAT DISTRICT COUNCIL 5/LOCAL 188:

Signature

Signature

Printed Name & Title

Lisa DeRosia / Business Representative

Printed Name & Title

Date

Date

Address

City, ST Zip Code

Telephone Number

Fax Number

Cell Phone Number

E-mail Address

WA State Contractors Registration #

Federal Tax ID #

opeiu#8/afl-cio

MEMORANDUM OF UNDERSTANDING
2019 Commercial Vinyl Window Agreement
“Bargaining Unit Employees Transferred to Non-unit Work”

IUPAT District Council 5/Glaziers, Architectural Metal and Glassworkers Local 188 and Window Installation Specialists, Inc. (“Employer”), agree as follows:

1. One or more of the Employer’s employees (“Employees”) who were formerly employed within the bargaining unit work now perform duties outside the scope of the bargaining unit and the Collective Bargaining Agreement. After the Employees transferred to non-unit work, the Employer continued to make contributions to the Trust Funds identified in the Collective Bargaining Agreement on the basis of work performed by the Employees and the Employees have continued to be considered as participants in the benefit plans.
2. The practice identified above is advantageous to the Employer, the Employees and the Union. In order to preserve the current practice and in recognition of the possibility that one or more of the Employees could in the future revert to employment within the bargaining unit, the Union and the Employer agree that the Employer shall continue to make contributions to the Trust Funds on behalf of the Employees at the rates specified in the Collective Bargaining Agreement then in effect. No other provision of the Collective Bargaining Agreement shall apply to the Employees so long as they do not perform more than incidental bargaining unit work. Any dispute between the Union and the Employer over the terms of this Memorandum of Understanding shall be resolved under the grievance and arbitration procedures of the Collective Bargaining Agreement rather than by litigation.
3. In the event the Employer in the future makes fringe benefit contributions on behalf of an employee who transfers from bargaining unit work to non-bargaining unit work, the terms of this Memorandum of Understanding shall apply to that employee.
4. This Memorandum of Understanding shall apply during the term of the existing and any successor Collective Bargaining Agreements unless the Union or the Employer give specific notice of intention to terminate or modify the Memorandum of Understanding during the period and in the manner specified for notices of termination or modification specified in the Collective Bargaining Agreement.
5. The bargaining unit is not expanded to accrete the work covered by this understanding.

WINDOW INSTALLATION SPECIALISTS, INC.:

IUPAT DISTRICT COUNCIL 5/LOCAL 188:

Signature

Signature

Printed Name & Title

Lisa DeRosia / Business Representative
Printed Name & Title

Date

Date

opeiu#8/afl-cio

MEMORANDUM OF UNDERSTANDING
2019 Commercial Vinyl Window Agreement
“Grandfathered/Redlined Projects”

With respect to any project for which Employer bid, negotiated or is under contract prior to the Effective Date (“Grandfathered Projects”) of this Agreement, the Employer is free to set the wages and benefits for employees, provided that no employee shall receive a less favorable combination of wages and benefits than they were receiving immediately prior to the effective date of this Agreement. The Grandfathered Projects specifically includes those projects listed on the attached Exhibit A.

WINDOW INSTALLATION SPECIALISTS, INC.:

IUPAT DISTRICT COUNCIL 5/LOCAL 188:

Signature

Signature

Printed Name & Title

Lisa DeRosia / Business Representative

Printed Name & Title

Date

Date

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June 2019

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